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9 Attorneys for Defendants and Counter-Claimants JOHN DOE and JANE DOE

10 UNITED STATES DISTRICT COURT  
 11 EASTERN DISTRICT OF CALIFORNIA

12 ERIC GRANT,  
 13 Plaintiff,  
 14 v.  
 15 KAMEHAMEHA SCHOOLS/BERNICE  
 PAUAHI BISHOP ESTATE; J. DOUGLAS ING,  
 16 NAINOA THOMPSON, DIANE J. PLOTTS,  
 ROBERT K.U. KIHUNE, and CORBETT A.K  
 17 KALAMA, in their capacities as Trustees of the  
 Kamehameha Schools/ Bernice Pauahi Bishop  
 Estate; JOHN DOE; and JANE DOE,  
 18 Defendants.

CASE NO.:08-00672 FCD-KSM  
 SUPPLEMENTAL DECLARATION OF KEN  
 T. KUNIYUKI IN SUPPORT OF JOHN AND  
 JANE DOE'S MOTION FOR PRELIMINARY  
 INJUNCTION

19 JOHN DOE; and JANE DOE,  
 20 Counter-Claimants

21 v.  
 22 KAMEHAMEHA SCHOOLS/BERNICE  
 23 PAUAHI BISHOP ESTATE; J. DOUGLAS ING,  
 NAINOA THOMPSON, DIANE J. PLOTTS,  
 24 ROBERT K.U. KIHUNE, and CORBETT A.K  
 KALAMA, in their capacities as Trustees of the  
 25 Kamehameha Schools/ Bernice Pauahi Bishop  
 Estate; and ERIC GRANT,  
 26 Counter-Defendants

1 I, Ken T. Kuniyuki, declare as follows:

2 1. I am one of the present attorneys for John and Jane Doe in the underlying action and  
3 make this declaration based upon personal knowledge.

4 2. I have reviewed the declaration of David Schulmeister dated April 10, 2008 in this case,  
5 and I disagree with his assertions in the following specific aspects.

6 3. I did meet with David Schulmeister on March 24, 2008 at his request at his office. At  
7 that meeting, one of the first things that Mr. Schulmeister told him that the estate believed that they had a  
8 fiduciary duty to try to recover damages from the Does. He further stated that pursuant to that effort,  
9 that unless the Does deposit the sum of \$2 million in an escrow or trust account, then the Estate would  
10 proceed with a lawsuit against the Does in an attempt to attach or garnish said funds prejudgment. Mr.  
11 Schulmeister's specifically stated that in order to obtain such prejudgment attachment or garnishment  
12 that the Estate would disclose the Does identity in such a motion.

13 4. During our conversation on March 24, 2008, I further explained to Mr. Schulmeister that  
14 it was Goemans' position that he was not the Does' attorney at the time of the settlement, that Goemans  
15 was not bound by the confidentiality agreement. Goemans' further position was that the Estate could not  
16 keep confidential the settlement amount since they were a tax exempt organization; and that Goemans  
17 had obtained the settlement agreement, not from the Does, but from Eric Grant or his counsel. Upon  
18 leaving the meeting, it was Mr. Schulmeister that once again reiterated that either the Does and/or Mr.  
19 Grant should place the \$2 million in some sort of escrow or trust account. I did talk once again with Mr.  
20 Schulmeister on March 28, 2008 at which time I reported to him that neither the Does nor Mr. Grant  
21 were interested in placing \$2 million or any such some in an escrow account. I further told him that I did  
22 not think that it was necessary to disclose the name of the Does prior to obtaining a court order for such  
23 attachment or garnishment, and that under the prevailing Hawaii law that since the \$2 million was not a  
24 liquidated damages clause, he would not be able to obtain a prejudgment garnishment in that or any  
25 other amount. He responded by saying "well at least that's a response" and told me that he would be  
26 traveling the following week.

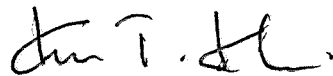
27 5. Prior to Mr. Schulmeister's declaration of April 10, 2008, neither he nor his office ever  
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1 denied that they were contemplating bringing an action on the Does in their true names to recover their  
2 alleged damages in correspondence to me.

3 6. In conversations that I have had with Goemans he told me that he has spoken with  
4 Estate's attorneys and explained his position with respect to disclosure of the settlement to them.  
5 According to Goemans his explanation of what he told the Estate was consistent with I told the Estate  
6 was Goemans' position.

7 7. Based upon my review of the file and my discussions with Goemans it is my  
8 understanding that in July of 2007, the settlement agreement was transmitted from Banks's California  
9 counsel to Goemans's California counsel and then from Goemans's California counsel to Goemans  
10 while Goemans was residing in California.

11 I declare under penalty of perjury that the foregoing is true and correct. Executed on April  
12 14, 2008.

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14 Ken T. Kuniyuki  
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